

David Martinez, Bar No. 193183  
DMartinez@RobinsKaplan.com  
Daniel Allender, Bar No. 264651  
DAllender@RobinsKaplan.com  
Luis D. Gomez, Bar No. 347877  
LGomez@RobinsKaplan.com  
**ROBINS KAPLAN LLP**  
2121 Avenue of the Stars, Suite 2800  
Los Angeles, CA 90067  
Telephone: 310.552.0130  
Facsimile: 310.229.5800

Attorneys for Plaintiffs  
Jorge Ernesto Ramirez Ceballos;  
Fernando Guardado Rosales;  
Jose Rosario Cisneros Gutierrez; and  
Luis Antonio Plasencia Martinez

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

Jorge Ernesto Ramirez Ceballos;  
Fernando Guardado Rosales;  
Jose Rosario Cisneros Gutierrez; and  
Luis Antonio Plasencia Martinez

Plaintiffs,

v.

Banda Maguey Corporation, dba  
Banda Maguey USA, Inc.; Miguel  
Angel Vidal Pulido; Samuel Vidal  
Pulido; and DOES 1 through 10,  
inclusive,

Defendants.

Miguel Angel Vidal Pulido,

Counterclaimant,

v.

Jorge Ernesto Ramirez Ceballos;  
Fernando Guardado Rosales; Jose  
Rosario Cisneros Gutierrez; Luis  
Antonio Plasencia Martinez; and  
ROES 1-10, inclusive,

Counterdefendants.

Case No. 2:23-cv-10911-CBM-MAR

[Assigned to the Honorable Judge  
Consuelo B. Marshall]

Referred to: Hon. Margo A. Rocconi

**DISCOVERY MATTER**

**STIPULATED PROTECTIVE ORDER**

[Action filed: December 31, 2023]

1           1.     PURPOSES AND LIMITATIONS

2           Discovery in this action is likely to involve production of confidential,  
3     proprietary or private information for which special protection from public  
4     disclosure and from use for any purpose other than pursuing this litigation may  
5     be warranted. Accordingly, the parties hereby stipulate to and petition the  
6     Court to enter the following Stipulated Protective Order. The parties  
7     acknowledge that this Order does not confer blanket protections on all  
8     disclosures or responses to discovery and that the protection it affords from  
9     public disclosure and use extends only to the limited information or items that  
10    are entitled to confidential treatment under the applicable legal principles.

11           2.     GOOD CAUSE STATEMENT

12           This action is likely to involve trade secrets, customer and pricing lists and  
13    other valuable research, development, commercial, financial, technical and/or  
14    proprietary information for which special protection from public disclosure and  
15    from use for any purpose other than prosecution of this action is warranted.  
16    Such confidential and proprietary materials and information consist of, among  
17    other things, confidential business or financial information, information  
18    regarding confidential business practices, or other confidential research,  
19    development, or commercial information (including information implicating  
20    privacy rights of third parties), information otherwise generally unavailable to  
21    the public, or which may be privileged or otherwise protected from disclosure  
22    under state or federal statutes, court rules, case decisions, or common law.  
23    Accordingly, to expedite the flow of information, to facilitate the prompt  
24    resolution of disputes over confidentiality of discovery materials, to adequately  
25    protect information the parties are entitled to keep confidential, to ensure that  
26    the parties are permitted reasonable necessary uses of such material in  
27    preparation for and in the conduct of trial, to address their handling at the end  
28    of the litigation, and serve the ends of justice, a protective order for such

1 information is justified in this matter. It is the intent of the parties that  
2 information will not be designated as confidential for tactical reasons and that  
3 nothing be so designated without a good faith belief that it has been maintained  
4 in a confidential, non-public manner, and there is good cause why it should not  
5 be part of the public record of this case.

6 3. ACKNOWLEDGEMENT OF UNDER SEAL FILING PROCEDURE

7 The parties further acknowledge, as set forth in Section 14.3, below, that  
8 this Stipulated Protective Order does not entitle them to file confidential  
9 information under seal; Local Civil Rule 79-5 sets forth the procedures that must  
10 be followed and the standards that will be applied when a party seeks  
11 permission from the court to file material under seal. There is a strong  
12 presumption that the public has a right of access to judicial proceedings and  
13 records in civil cases. In connection with non-dispositive motions, good cause  
14 must be shown to support a filing under seal. See *Kamakana v. City and County*  
15 *of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors Corp.*,  
16 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics, Inc.*,  
17 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require  
18 good cause showing), and a specific showing of good cause or compelling  
19 reasons with proper evidentiary support and legal justification, must be made  
20 with respect to Protected Material that a party seeks to file under seal. The  
21 parties' mere designation of Disclosure or Discovery Material as CONFIDENTIAL  
22 does not— without the submission of competent evidence by declaration,  
23 establishing that the material sought to be filed under seal qualifies as  
24 confidential, privileged, or otherwise protectable—constitute good cause.

25 Further, if a party requests sealing related to a dispositive motion or trial,  
26 then compelling reasons, not only good cause, for the sealing must be shown,  
27 and the relief sought shall be narrowly tailored to serve the specific interest to  
28 be protected. See *Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th

1 Cir. 2010). For each item or type of information, document, or thing sought to  
2 be filed or introduced under seal, the party seeking protection must articulate  
3 compelling reasons, supported by specific facts and legal justification, for the  
4 requested sealing order. Again, competent evidence supporting the application  
5 to file documents under seal must be provided by declaration.

6 Any document that is not confidential, privileged, or otherwise protectable  
7 in its entirety will not be filed under seal if the confidential portions can be  
8 redacted. If documents can be redacted, then a redacted version for public  
9 viewing, omitting only the confidential, privileged, or otherwise protectable  
10 portions of the document, shall be filed. Any application that seeks to file  
11 documents under seal in their entirety should include an explanation of why  
12 redaction is not feasible.

13 4. DEFINITIONS

14 4.1 Action: this pending federal lawsuit.

15 4.2 Challenging Party: a Party or Non-Party that challenges the  
16 designation of information or items under this Order.

17 4.3 “CONFIDENTIAL” Information or Items: information (regardless of  
18 how it is generated, stored or maintained) or tangible things that qualify for  
19 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
20 the Good Cause Statement.

21 4.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
22 their support staff).

23 4.5 Designating Party: a Party or Non-Party that designates information  
24 or items that it produces in disclosures or in responses to discovery as  
25 “CONFIDENTIAL.”

26 4.6 Disclosure or Discovery Material: all items or information, regardless  
27 of the medium or manner in which it is generated, stored, or maintained  
28

1 (including, among other things, testimony, transcripts, and tangible things), that  
2 are produced or generated in disclosures or responses to discovery.

3 4.7 Expert: a person with specialized knowledge or experience in a  
4 matter pertinent to the litigation who has been retained by a Party or its counsel  
5 to serve as an expert witness or as a consultant in this Action.

6 4.8 House Counsel: attorneys who are employees of a party to this  
7 Action. House Counsel does not include Outside Counsel of Record or any other  
8 outside counsel.

9 4.9 Non-Party: any natural person, partnership, corporation, association  
10 or other legal entity not named as a Party to this action.

11 4.10 Outside Counsel of Record: attorneys who are not employees of a  
12 party to this Action but are retained to represent a party to this Action and have  
13 appeared in this Action on behalf of that party or are affiliated with a law firm  
14 that has appeared on behalf of that party, and includes support staff.

15 4.11 Party: any party to this Action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and  
17 their support staffs).

18 4.12 Producing Party: a Party or Non-Party that produces Disclosure or  
19 Discovery Material in this Action.

20 4.13 Professional Vendors: persons or entities that provide litigation  
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits  
22 or demonstrations, and organizing, storing, or retrieving data in any form or  
23 medium) and their employees and subcontractors.

24 4.14 Protected Material: any Disclosure or Discovery Material that is  
25 designated as "CONFIDENTIAL."

26 4.15 Receiving Party: a Party that receives Disclosure or Discovery  
27 Material from a Producing Party.  
28

1           5.     SCOPE

2           The protections conferred by this Stipulation and Order cover not only  
3     Protected Material (as defined above), but also (1) any information copied or  
4     extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5     compilations of Protected Material; and (3) any testimony, conversations, or  
6     presentations by Parties or their Counsel that might reveal Protected Material.

7           Any use of Protected Material at trial shall be governed by the orders of the  
8     trial judge and other applicable authorities. This Order does not govern the use  
9     of Protected Material at trial.

10          6.     DURATION

11          Once a case proceeds to trial, information that was designated as  
12     CONFIDENTIAL or maintained pursuant to this protective order used or  
13     introduced as an exhibit at trial becomes public and will be presumptively  
14     available to all members of the public, including the press, unless compelling  
15     reasons supported by specific factual findings to proceed otherwise are made to  
16     the trial judge in advance of the trial. See *Kamakana*, 447 F.3d at 1180-81  
17     (distinguishing “good cause” showing for sealing documents produced in  
18     discovery from “compelling reasons” standard when merits-related documents  
19     are part of court record). Accordingly, with respect to information used or  
20     introduced as an exhibit at trial, the terms of this protective order do not extend  
21     beyond the commencement of the trial. With respect to information that was  
22     designated as CONFIDENTIAL or maintained pursuant to this protective order  
23     that is not used or introduced as an exhibit at trial, after final disposition of this  
24     litigation, the confidentiality obligations imposed by this Order shall remain in  
25     effect until a Designating Party agrees otherwise in writing or a court order  
26     otherwise directs. Final disposition shall be deemed to be the later of (1)  
27     dismissal of all claims and defenses in this Action, with or without prejudice; and  
28     (2) final judgement herein after the completion and exhaustion of all appeals,

1 rehearings, remands, trials, or reviews of this Action, including the time limits  
2 for filing any motions or applications for extension of time pursuant to  
3 applicable law.

4 7. DESIGNATING PROTECTED MATERIAL

5 7.1 Exercise of Restraint and Care in Designating Material for Protection.

6 Each Party or Non-Party that designates information or items for protection  
7 under this Order must take care to limit any such designation to specific  
8 material that qualifies under the appropriate standards. The Designating Party  
9 must designate for protection only those parts of material, documents, items or  
10 oral or written communications that qualify so that other portions of the  
11 material, documents, items or communications for which protection is not  
12 warranted are not swept unjustifiably within the ambit of this Order.

13 Mass, indiscriminate or routinized designations are prohibited.

14 Designations that are shown to be clearly unjustified or that have been made for  
15 an improper purpose (e.g., to unnecessarily encumber the case development  
16 process or to impose unnecessary expenses and burdens on other parties) may  
17 expose the Designating Party to sanctions.

18 If it comes to a Designating Party's attention that information or items that  
19 it designated for protection do not qualify for protection, that Designating Party  
20 must promptly notify all other Parties that it is withdrawing the inapplicable  
21 designation.

22 7.2 Manner and Timing of Designations. Except as otherwise provided in  
23 this Order, or as otherwise stipulated or ordered, Disclosure of Discovery  
24 Material that qualifies for protection under this Order must be clearly so  
25 designated before the material is disclosed or produced.

26 Designation in conformity with this Order requires:

27 (a) for information in documentary form (e.g., paper or electronic  
28 documents, but excluding transcripts of depositions or other pretrial or trial

1 proceedings), that the Producing Party affix at a minimum, the legend  
2 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
3 contains protected material. If only a portion of the material on a page qualifies  
4 for protection, the Producing Party also must clearly identify the protected  
5 portion(s) (e.g., by making appropriate markings in the margins).

6 A Party or Non-Party that makes original documents available for  
7 inspection need not designate them for protection until after the inspecting  
8 Party has indicated which documents it would like copied and produced.

9 During the inspection and before the designation, all of the material made  
10 available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting  
11 Party has identified the documents it wants copied and produced, the Producing  
12 Party must determine which documents, or portions thereof, qualify for  
13 protection under this Order. Then, before producing the specified documents,  
14 the Producing Party must affix the “CONFIDENTIAL legend” to each page that  
15 contains Protected Material. If only a portion of the material on a page qualifies  
16 for protection, the Producing Party also must clearly identify the protected  
17 portion(s) (e.g., by making appropriate markings in the margins).

18 (b) for testimony given in depositions that the Designating Party  
19 identifies the Disclosure or Discovery Material on the record, before the close of  
20 the deposition all protected testimony.

21 (c) for information produced in some form other than  
22 documentary and for any other tangible items, that the Producing Party affix in  
23 a prominent place on the exterior of the container or containers in which the  
24 information is stored the legend “CONFIDENTIAL.” If only a portion or portions  
25 of the information warrants protection, the Producing Party, to the extent  
26 practicable, shall identify the protected portion(s).

27 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
28 failure to designate qualified information or items does not, standing alone,



1 waive the Designating Party's right to secure protection under this Order for  
2 such material. Upon timely correction of a designation, the Receiving Party must  
3 make reasonable efforts to assure that the material is treated in accordance  
4 with the provisions of this Order.

5 **8. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6 **8.1 Timing of Challenges.** Any Party or Non-Party may challenge a  
7 designation of confidentiality at any time that is consistent with the Court's  
8 Scheduling Order.

9 **8.2 Meet and Confer.** The Challenging Party shall initiate the dispute  
10 resolution process under Local Rule 37-1 et seq.

11 **8.3 Joint Stipulation.** Any challenge submitted to the Court shall be via a  
12 joint stipulation pursuant to Local Rule 37-2.

13 **8.4** The burden of persuasion in any such challenge proceeding shall be  
14 on the Designating Party. Frivolous challenges, and those made for an improper  
15 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
16 parties) may expose the Challenging Party to sanctions. Unless the Designating  
17 Party has waived or withdrawn the confidentiality designation, all parties shall  
18 continue to afford the material in question the level of protection to which it is  
19 entitled under the Producing Party's designation until the Court rules on the  
20 challenge.

21 **9. ACCESS TO AND USE OF PROTECTED MATERIAL**

22 **9.1 Basic Principles.** A Receiving Party may use Protected Material that is  
23 disclosed or produced by another Party or by a Non-Party in connection with  
24 this Action only for prosecuting, defending or attempting to settle this Action.  
25 Such Protected Material may be disclosed only to the categories of persons and  
26 under the conditions described in this Order. When the Action has been  
27 terminated, a Receiving Party must comply with the provisions of section 15  
28 below (FINAL DISPOSITION).

1 Protected Material must be stored and maintained by a Receiving Party at a  
2 location and in a secure manner that ensures that access is limited to the  
3 persons authorized under this Order.

4 9.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
5 otherwise ordered by the court or permitted in writing by the Designating Party,  
6 a Receiving Party may disclose any information or item designated  
7 "CONFIDENTIAL" only to:

8 (a) the Receiving Party's Outside Counsel of Record in this Action,  
9 as well as employees of said Outside Counsel of Record to whom it is reasonably  
10 necessary to disclose the information for this Action;

11 (b) the officers, directors, and employees (including House  
12 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for  
13 this Action;

14 (c) Experts (as defined in this Order) of the Receiving Party to  
15 whom disclosure is reasonably necessary for this Action and who have signed  
16 the "Acknowledgment and Agreement to Be Bound" (Exhibit A)

17 (d) the court and its personnel;

18 (e) court reporters and their staff;

19 (f) professional jury or trial consultants, mock jurors, and  
20 Professional Vendors to whom disclosure is reasonably necessary for this Action  
21 and who have signed the "Acknowledgment and Agreement to Be Bound"  
22 (Exhibit A);

23 (g) the author or recipient of a document containing the  
24 information or a custodian or other person who otherwise possessed or knew  
25 the information.

26 (h) during their depositions, witnesses, and attorneys for  
27 witnesses, in the Action to whom disclosure is reasonably necessary provided:  
28 (1) the deposing party requests that the witness sign the form attached as

1 Exhibit A hereto; and (2) they will not be permitted to keep any confidential  
2 information unless they sign the "Acknowledgment and Agreement to Be  
3 Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered  
4 by the court. Pages of transcribed deposition testimony or exhibits to  
5 depositions that reveal Protected Material may be separately bound by the  
6 court reporter and may not be disclosed to anyone except as permitted under  
7 this Stipulated Protective Order; and

8 (i) any mediators or settlement officers and their supporting  
9 personnel, mutually agreed upon by any of the parties engaged in settlement  
10 discussions.

11 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
12 OTHER LITIGATION

13 If a Party is served with a subpoena or a court order issued in other  
14 litigation that compels disclosure of any information or items designated in this  
15 Action as "CONFIDENTIAL," that Party must:

16 (a) promptly notify in writing the Designating Party. Such  
17 notification shall include a copy of the subpoena or court order;

18 (b) promptly notify in writing the party who caused the subpoena  
19 or order to issue in the other litigation that some or all of the material covered  
20 by the subpoena or order is subject to this Protective Order. Such notification  
21 shall include a copy of this Stipulated Protective Order; and

22 (c) cooperate with respect to all reasonable procedures sought to  
23 be pursued by the Designating Party whose Protected Material may be affected.  
24 If the Designating Party timely seeks a protective order, the Party served with  
25 the subpoena or court order shall not produce any information designated in  
26 this action as "CONFIDENTIAL" before a determination by the court from which  
27 the subpoena or order issued, unless the Party has obtained the Designating  
28 Party's permission. The Designating Party shall bear the burden and expense of

1 seeking protection in that court of its confidential material and nothing in these  
2 provisions should be construed as authorizing or encouraging a Receiving Party  
3 in this Action to disobey a lawful directive from another court.

4 11. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN  
5 THIS LITIGATION

6 (a) The terms of this Order are applicable to information produced  
7 by a Non-Party in this Action and designated as "CONFIDENTIAL." Such  
8 information produced by Non-Parties in connection with this litigation is  
9 protected by the remedies and relief provided by this Order. Nothing in these  
10 provisions should be construed as prohibiting a Non-Party from seeking  
11 additional protections.

12 (b) In the event that a Party is required, by a valid discovery  
13 request, to produce a Non-Party's confidential information in its possession, and  
14 the Party is subject to an agreement with the Non-Party not to produce the  
15 Non-Party's confidential information, then the Party shall:  
16 promptly notify in writing the Requesting Party and the Non- Party that some or  
17 all of the information requested is subject to a confidentiality agreement with a  
18 Non-Party;

19 (1) promptly notify in writing the Requesting Party and the Non-  
20 Party that some or all of the information requested is subject to a  
21 confidentiality agreement with a Non-Party;

22 (2) promptly provide the Non-Party with a copy of the Stipulated  
23 Protective Order in this Action, the relevant discovery request(s), and a  
24 reasonably specific description of the information requested; and

25 (3) make the information requested available for inspection by the  
26 Non-Party, if requested.

27 (c) If the Non-Party fails to seek a protective order from this court  
28 within 14 days of receiving the notice and accompanying information, the

1 Receiving Party may produce the Non-Party's confidential information  
2 responsive to the discovery request. If the Non-Party timely seeks a protective  
3 order, the Receiving Party shall not produce any information in its possession or  
4 control that is subject to the confidentiality agreement with the Non-Party  
5 before a determination by the court. Absent a court order to the contrary, the  
6 Non-Party shall bear the burden and expense of seeking protection in this court  
7 of its Protected Material.

8 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

9 If a Receiving Party learns that, by inadvertence or otherwise, it has  
10 disclosed Protected Material to any person or in any circumstance not  
11 authorized under this Stipulated Protective Order, the Receiving Party must  
12 immediately (a) notify in writing the Designating Party of the unauthorized  
13 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the  
14 Protected Material, (c) inform the person or persons to whom unauthorized  
15 disclosures were made of all the terms of this Order, and (d) request such  
16 person or persons to execute the "Acknowledgment an Agreement to Be  
17 Bound" attached hereto as Exhibit A.

18 13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
19 PROTECTED MATERIAL

20 When a Producing Party gives notice to Receiving Parties that certain  
21 inadvertently produced material is subject to a claim of privilege or other  
22 protection, the obligations of the Receiving Parties are those set forth in Federal  
23 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
24 whatever procedure may be established in an e-discovery order that provides  
25 for production without prior privilege review. Pursuant to Federal Rule of  
26 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect  
27 of disclosure of a communication or information covered by the attorney-client  
28

1 privilege or work product protection, the parties may incorporate their  
2 agreement in the stipulated protective order submitted to the court.

3 14. MISCELLANEOUS

4 14.1 Right to Further Relief. Nothing in this Order abridges the right of any  
5 person to seek its modification by the Court in the future.

6 14.2 Right to Assert Other Objections. By stipulating to the entry of this  
7 Protective Order, no Party waives any right it otherwise would have to object to  
8 disclosing or producing any information or item on any ground not addressed in  
9 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
10 any ground to use in evidence of any of the material covered by this Protective  
11 Order.

12 14.3 Filing Protected Material. A Party that seeks to file under seal any  
13 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
14 may only be filed under seal pursuant to a court order authorizing the sealing of  
15 the specific Protected Material. If a Party's request to file Protected Material  
16 under seal is denied by the court, then the Receiving Party may file the  
17 information in the public record unless otherwise instructed by the court.

18 15. FINAL DISPOSITION

19 After the final disposition of this Action, as defined in paragraph 6, within  
20 60 days of a written request by the Designating Party, each Receiving Party must  
21 return all Protected Material to the Producing Party or destroy such material. As  
22 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
23 compilations, summaries, and any other format reproducing or capturing any of  
24 the Protected Material. Whether the Protected Material is returned or  
25 destroyed, the Receiving Party must submit a written certification to the  
26 Producing Party (and, if not the same person or entity, to the Designating Party)  
27 by the 60-day deadline that (1) identifies (by category, where appropriate) all  
28 the Protected Material that was returned or destroyed and (2) affirms that the

Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 6 (DURATION).

16. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: December 16, 2024

**ROBINS KAPLAN LLP**

By: /s/ David Martinez  
David Martinez

DATED: \_\_\_\_\_

\_\_\_\_\_  
Attorneys for Defendants

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 1/8/2025

  
\_\_\_\_\_  
MARGO A. ROCCONI  
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of  
perjury that I have read in its entirety and understand the Stipulated Protective  
Order that was issued by the United States District Court for the Central District  
of California on \_\_\_\_\_ [date] in the case of \_\_\_\_\_ **[insert formal  
case name and the numbers and initials assigned to it by the court]**. I agree to  
comply with and to be bound by all the terms of this Stipulated Protective Order  
and I understand and acknowledge that failure to so comply could expose me to  
sanctions and punishment in the nature of contempt. I solemnly promise that I  
will not disclose in any manner any information or item that is subject to this  
Stipulated Protective Order to any person or entity except in strict compliance  
with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District  
Court for the Central District of California for the purpose of enforcing the terms  
of this Stipulated Protective Order, even if such enforcement proceedings occur  
after termination of this action. I hereby appoint \_\_\_\_\_  
[print or type full name] of \_\_\_\_\_  
[print or type full address and telephone number] as my California agent for  
service of process in connection with this action or any proceedings related to  
enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_